



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

August 10, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:  
STEPHEN SORENSEN COUNTY PARK  
GYMNASIUM AND COMMUNITY BUILDING PROJECT  
CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT  
ADOPT MITIGATION MONITORING PROGRAM COMPLIANCE REPORT  
APPROVE PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 6823; CAPITAL PROJECT NO. 69276  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

The approval of recommended actions will certify the Environmental Impact Report and adopt Mitigation Monitoring and Reporting Program; adopt plans and specifications; approve a total revised project budget of \$11,067,000; allow advertising for construction bids; and delegate authority to the Director of Public Works to award and execute a construction contract for the Stephen Sorensen County Park Gymnasium and Community Building Project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Certify that the Environmental Impact Report for the Stephen Sorensen County Park Gymnasium and Community Building Project has been completed in compliance with the California Environmental Quality Act and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the final Environmental Impact Report prior to approving the project; adopt the Mitigation Monitoring and Reporting Program; find that the Mitigation

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only***

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during the project implementation; and determine that the significant adverse effects of the project have been reduced to an acceptable level as outlined in the Environmental Findings of Fact, which findings are adopted and incorporated by reference.

2. Approve a total revised project budget estimated at \$11,067,000 for the Stephen Sorensen County Park Gymnasium and Community Building Project.
3. Approve the project and adopt plans and specifications for the Stephen Sorensen County Park Gymnasium and Community Building Project at an estimated construction cost of \$7,610,000, and instruct the Executive Officer of your Board to advertise the project for construction bids to be received and opened on September 27, 2010, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
4. Authorize the Director of Public Works to execute a consultant services agreement with the apparent Lowest Responsive and Responsible Bidder to prepare a baseline construction schedule for a not-to-exceed fee of \$6,100, funded by the existing project funds.
5. Delegate to the Director of Public Works the authority to determine, in accordance with the applicable contract and bid documents, whether the apparent Lowest Responsive and Responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award, including the criteria adopted by your Board for contract award. Upon determination that all such conditions have been satisfied, authorize the Director of Public Works to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent Lowest Responsive and Responsible Bidder, and to establish the effective date of the contract upon receipt by acceptable performance and payment bonds and evidence of required contractor insurance.
6. Adopt the Youth Employment Plan for Stephen Sorensen County Park Gymnasium and Community Building Project.
7. Authorize the Chief Executive Officer to execute the Memorandum of Agreement with the Desert Tortoise Preserve Committee, Inc., a California Public Benefit Corporation, to acquire and protect 5.4 acres of Mojave ground squirrel replacement habitat for approximately \$30,000, funded within the project budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will certify the Final Environmental Impact Report (Final EIR); find that the recommended project is the environmentally superior alternative; approve project scope and budget; adopt plans and specifications; authorize the Department of Public Works (Public Works) to advertise for construction bids; and award a construction contract for the Stephen Sorensen County Park Gymnasium and Community Building Project located at 16801 East Avenue P in Palmdale. The adopt, advertise, and award process is being recommended in order to maintain the construction permit before its expiration and to expedite the delivery of the project.

### **Recommended Project**

The recommended project includes construction of an approximately 14,500-square-foot gymnasium and community building that includes a multi-purpose room, classroom, lobby area, restrooms, kitchen, and storage, custodial, and utility rooms. In addition, the project includes construction of a new parking lot with a circular drop-off area, new walkways, landscaping, irrigation, and security lighting (overall, the "Proposed Project").

### **Environmental Impact Report**

In July 2009, as required under the California Environmental Quality Act (CEQA), a Draft Environmental Impact Report (Draft EIR, see Attachment B) was prepared, which evaluated the Proposed Project, an alternative that would feasibly attain most of the project basic objective but would avoid or significantly lessen any of the significant effects of the project, and a No Project Alternative.

Alternative 1, the No Project Alternative, resulted in fewer impacts on the environment than the Proposed Project. It failed, however, to meet any of the goals and objectives of the Proposed Project. Alternative 2, the Revised Site Plan Alternative, rotated the Gymnasium/Community Building by 90 degrees, thus encroaching upon the 100-year flood zone. This alternative met all of the basic project objectives, but disturbed a larger area; required additional grading; and required raising the building foundation above the 100-year flood level, which resulted in higher engineering and construction costs. Furthermore, the alternative created additional impacts to biological and cultural resources.

Based upon this comparative analysis, the Proposed Project was deemed the "Environmentally Superior Alternative" under CEQA, as it avoids additional impact to biological resources, cultural resources, and the flood zone. The Proposed Project also meets all the programmatic goals and objectives and has been determined to be the

least expensive of the evaluated alternatives. Accordingly, the Proposed Project is being recommended for approval.

### **Mitigation Monitoring Program Compliance Report**

A Mitigation Monitoring Program Compliance Report (MMP) has been prepared in conjunction with the EIR. Pursuant to CEQA, the MMP identifies measures that will reduce the effects from being a "Potentially Significant Impact" to a "Less Than Significant Impact," in the following areas of impact:

- *Aesthetics:* Minimization of light spillage beyond the boundaries of the park through the design and positioning of project lighting.
- *Air Quality:* Minimization of carbon emissions and dust particulate during construction through the imposition of limitations on equipment idling periods to reduce exhaust emissions, installation and use of wheel washers at site exits and covers on all hauled loads to reduce dust.
- *Biological Resources:* Protection of the habitat and nesting areas of native animal life through pre-construction site surveys for local animals and their habitats; relocation of impacted animals to similar adjoining habitats in accordance with established protocols; and if necessary, the acquisition, enhancement, and management of replacement habitat for threatened species specified under the California Endangered Species Act in accordance with protocols required by the California Department of Fish and Game.

It has been determined that the County will be required to acquire replacement habitat for the Mojave ground squirrel, which will be displaced by the Proposed Project.

- *Cultural Resources:* Protection of archaeological, paleontological, and native American artifacts from damage or disturbance through cultural resource orientations of construction personnel prior to the initiation of construction activities and ongoing monitoring of construction activities and geologic movements or disturbances.
- *Geology:* Mitigation of potential seismic impacts on the completed project through reviews of building designs and adherence to recommendations and parameters established in the geotechnical report; recommendations for the mitigation of liquefaction and expansive soils will comply with the geotechnical report and the California Building Code.

- Noise: Minimization of construction related noise through the restriction of construction activities to 7:00 a.m. to 4:00 p.m., regular inspection and maintenance of construction equipment to ensure noise mufflers are operating properly; and the placement of all construction staging areas as far away as possible from residences.
- Utilities: Minimization of utility costs through the planting of drought tolerant plant species in landscaped areas.

### **Project Implementation**

On February 6, 2007, your Board approved the project budget of \$9,925,000 and awarded a design and consultant services agreement to Carde-Ten Architects for the project. During the course of design, the agreement was amended to include design features to achieve a United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) New Construction Version 2.2 Silver level certification. Furthermore, as part of the Fiscal Year (FY) 2008-09 Final Changes Budget, the project budget was augmented by \$1,142,000, making the total project budget \$11,067,000.

The plans and specifications for the proposed Gymnasium and Community Building Project have been completed, and we are recommending that your Board adopt and advertise these documents for construction bids.

In order to expedite construction of the project, it is recommended that your Board authorize the Director of Public Works to award and execute a construction contract to the Lowest Responsive and Responsible Bidder (as defined in the FACTS AND PROVISIONS/LEGAL REQUIREMENTS Section of this letter), if the low bid is within the approved construction costs of \$7,610,000. If the bid cannot be accommodated within the approved total project budget, a contract will not be awarded, and we will return to your Board with a revised project scope of work and/or other funding recommendations.

The proposed consultant services agreement requires the apparent Lowest Responsive and Responsible Bidder to prepare a baseline construction schedule that conforms to the County's schedule specification, which is critical to successfully manage construction activities by both the contractor and the County. Bid specifications provide that if the apparent Lowest Responsive and Responsible Bidder fails to complete an acceptable construction schedule, the Director of Public Works may return to your Board to recommend that the bidder be determined non-responsible and recommend awarding the construction contract to the next apparent Lowest Responsive and

Responsible Bidder, contingent on that bidder completing a baseline schedule that conforms to the County's specifications.

The project site supports marginal habitat for the Mojave ground squirrel, which is listed as threatened species by the California Endangered Species Act (CESA). The construction of the project at this site will cause a loss of habitat for this State-listed species. Pursuant to Section 2081 of CESA, the County will obtain a "take permit" and purchase mitigation credits by acquiring, enhancing, and managing replacement habitat for the Mojave ground squirrel.

On June 26, 1997, your Board acting as the governing body of the County of Los Angeles Regional Park and Open Space District (District), adopted the Youth Employment Policy for projects funded by the Safe Neighborhood Parks Propositions of 1992 and 1996 (Proposition A). The District requires that a Youth Employment Plan for each Proposition A funded project be adopted by the governing body of the grantee at a duly noticed public meeting. Approval of the attached Youth Employment Plan will comply with the District's policy.

The proposed project will be managed by Public Works. It is anticipated that the project will begin construction in October 2010 and be completed in March 2012.

#### **Green Building/Sustainable Design Program**

The project will support your Board's sustainable design program by incorporating into the project design and construction features to achieve a LEED New Construction Version 2.2 Silver level certification status. The project design will include features that will substantially reduce water consumption, address stormwater runoff, enhance indoor air quality, use energy efficient appliances and finishes, provide daylighting through much of the building, and allow building operators to make adjustments in building systems for thermal comfort and lighting needs.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Children, Family, and Adult Well-Being (Goal 2), and Community and Municipal Services (Goal 3), by investing in public infrastructure that will enhance recreational opportunities for County residents.

### **FISCAL IMPACT/FINANCING**

Public Works' fair construction cost estimate for the project is \$8,371,000, including \$7,610,000 for the base construction contract and \$761,000 for a change order contingency funds. The total project cost including plans and specifications, plan check, construction, change order contingency fund, consultant services, civic art allocation, miscellaneous expenditures, and County services is estimated at \$11,067,000. Sufficient appropriation is available in the FY 2010-11 Capital Project/Refurbishment Budget for Stephen Sorensen County Park Gymnasium and Community Building Project (Capital Project No. 69276) to fully fund the project. The Project Schedule and Budget Summary are detailed in Attachment A.

The proposed project is funded with \$345,000 of Community Development Block Grant; \$750,000 of Vehicle License Fee Gap Loan; \$1,500,000 of Enhanced Unincorporated Area Services Funds(Proposition 62) net County cost; \$6,900,000 Fifth District Capital Project net County cost; \$430,000 of Proposition A Excess funds, and \$1,142,000 of prior year net County cost derived from Designation for Capital Projects/Extraordinary Maintenance funds.

### **Operating Budget Impact**

Following completion of the project, the Department of Parks and Recreation (Parks and Recreation) will maintain all new installations and structures resulting from the project. Parks and Recreation anticipates one-time operating costs of \$73,000 for gymnasium recreational and maintenance equipment/supplies, and ongoing operating costs of \$422,000 for recreation and maintenance staffing, custodial supplies, and utilities. Parks and Recreation will work with the Chief Executive Office to confirm the appropriate level funding and request the on-time and ongoing funds in its FY 2012-13 New Facilities request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to your Board's Civic Art Policy adopted on December 7, 2004, the Stephen Sorensen County Park Gymnasium and Community Building Project budget includes one percent of design and construction costs to be allocated to the Civic Art Fund.

Applicable law, including the State Public Contract Code, requires the County to award construction contracts to the Lowest Responsive and Responsible Bidder, which refers to the firm that: 1) submits the bid with the lowest cost; 2) is deemed by the County to be "responsive" to specific criteria under the solicitation, including, but not limited to, licensure, bonding, and insurance requirements; and 3) is determined by the County to

be a "responsible" bidder by exhibiting the quality, fitness, capacity, experience, and trustworthiness to satisfactorily perform the work required under the bid solicitation.

A standard contract, in a form previously approved by County Counsel, will be used. The construction contract will contain terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW); Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

To ensure that the contract is awarded to the Lowest Responsive and Responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the contractor's State License Board, labor law/payroll violation, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The project specifications contain provisions requiring the contractor to report solicitations of improper consideration of County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees.

The plans and specifications include the contractual provisions and material requirements necessary for this project and are on file with Public Works.

On June 26, 1997, your Board, acting as the governing body of the Regional Park and Open Space District (District), adopted a Youth Employment Policy for projects funded by the Safe Neighborhood Parks Propositions of 1992 and 1996 (Proposition A). The District requires that the governing body of the grantee adopts a Youth Employment Plan for each Proposition A funded project at a duly noticed public meeting. Approval of the attached Youth Employment Plan (Attachment C) will comply with the District's policy.



## **ENVIRONMENTAL DOCUMENTATION**

The Environmental Impact Report (EIR) was prepared in accordance with Section 15365 of the CEQA Guidelines. Based on the findings of the EIR, specific mitigation measures are required for Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology, Noise, and Utilities. Potentially significant impacts in these environmental resource areas will be avoided or minimized to "Less Than Significant Impact" with the implementation of the specific mitigation measures identified in the attached EIR (Attachment B).

As required by the California Environmental Quality Act, the EIR was prepared and circulated for 45 days for agency and public review. Pursuant to Public Resources Code Sections 21092 and 21092.3, public notice was published in the Antelope Valley Press on July 27, 2009, and posted at various locations at the Stephen Sorensen Park. Comments were received from the California Department of Fish and Game and the Los Angeles County Department of Parks and Recreation. No comments were received from members of the public. All comments received and responses to the comments are attached in Attachment B of the EIR and sent to these agencies pursuant to Section 21092.5 of the State CEQA Guidelines.

The proposed Mitigation Monitoring Program Compliance Report (Chapter 7 of Attachment B) was prepared to ensure compliance with the environmental mitigation measures included as part of the Final EIR relative to Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology, Noise, and Utilities. The recommended measures to mitigate the environmental impacts will be incorporated as part of the project. Based on the final EIR, comments, clarifications, and revisions received, it has been determined that the project will not have a significant effect on the environment.

The project is not exempt from payment of a CEQA filing fee to the California Department of Fish and Game, pursuant to Section 711.4 of the Fish and Game Code, to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Game. Upon your Board's adoption of the EIR, Public Works will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing and processing fees with the Registrar-Recorder/County Clerk of approximately \$3,000.

## **CONTRACTING PROCESS**

On February 6, 2007, your Board awarded a design and consultant services agreement to Carde-Ten Architects for a not-to-exceed fee of \$589,000.

The Honorable Board of Supervisors  
August 10, 2010  
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Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Attachment D).

As requested by your Board on February 3, 1998, this contract opportunity will be listed on the Doing Business with Us website.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' Capital Projects' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will have no negative impact on current County services or projects. The park will remain fully operational during the construction of the proposed project.

**CONCLUSION**

Please return one adopted copy of this letter to the Chief Executive Office, Capital Projects Division; Parks and Recreation; and Public Works, Project Management Division I.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:GF:SK  
DJT:AC:zu

Attachments

- c: Executive Officer, Board of Supervisors
- County Counsel
- Arts Commission
- Office of Affirmative Action Compliance
- Parks and Recreation
- Public Works

**ATTACHMENT A**

**DEPARTMENT OF PUBLIC WORKS:  
STEPHEN SORENSEN COUNTY PARK  
GYMNASIUM AND COMMUNITY BUILDING PROJECT  
CERTIFY THE FINAL ENVIROMENTAL IMPACT REPORT  
ADOPT MITIGATION MONITORING PROGRAM COMPLIANCE REPORT  
APPROVE PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 6823; CAPITAL PROJECT NO. 69276  
(FIFTH DISTRICT) (3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Award Design Contract	02/06/2007*
Schematic Design	03/28/2007*
Design Development	05/30/2007*
Construction Documents	10/29/2007*
Jurisdictional Approvals	11/19/2007*
Complete Environmental Impact Report	11/09/2009*
Board Action	08/10/2010
Construction Start	10/27/2010
Substantial Completion	03/24/2012
Final Acceptance	06/13/2012

\* Actual completion date.

## II. PROJECT BUDGET SUMMARY

Project Activity	Approved Project Budget	Proposed Budget
Land Acquisition	\$0	\$30,000
Construction		
Low Bid Construction Contract	\$ 6,874,850	\$ 7,610,000
Job Order Contract	0	0
Change Orders	687,485	761,000
Youth Employment	20,000	15,000
Telecomm Equip – Affixed to Building	37,500	60,000
Civic Art	74,640	83,000
Other: Utility Connection Fees	<u>75,000</u>	<u>80,000</u>
Subtotal	\$ 7,769,475	\$ 8,609,000
Programming/Development	\$ 20,804	\$ 20,804
Plans and Specifications	\$ 621,366	\$ 647,000
Consultant Services		
Geotech/Soils Report and Soils Testing	50,000	50,000
Material Testing	80,000	80,000
Cost Estimating	0	0
Topographic Surveys/Soils Engineer	0	0
Construction Management Support	0	0
Construction Administration	0	0
Environmental (MND, EIR, and Monitoring)	325,145	300,000
Other: Feasibility Study	128,269	128,269
Other: LEED Commissioning and Registration	<u>25,000</u>	<u>25,000</u>
Subtotal	\$ 583,414	\$ 583,269
Miscellaneous Expenditures	\$ 33,000	\$ 73,370
Jurisdictional Review/Plan Check/Permit	\$ 46,000	\$ 66,000

**II. PROJECT BUDGET SUMMARY (continued)**

Project Activity	Approved Project Budget	Proposed Budget
County Services		
Code Compliance and Quality Control Inspection	\$148,374	\$ 200,000
Design Review	55,000	15,694
Design Services	4,533	4,533
Contract Administration	71,746	60,000
Project Management	499,571	600,000
ISD ITS Communications	0	0
Project Technical Support	37,780	60,000
Office of Affirmative Action	21,666	15,000
County Counsel	0	0
Other: Consultant Contract Recovery	2,271	67,000
Other: Construction Division	10,000	7,000
Other: Design Division	0	510
Other: Land Development Division	0	3,320
Other: Waterworks and Sewer Maint.	0	4,500
Other: Environmental Programs Division	0	0
Subtotal	\$ 850,941	\$ 1,037,557
<b>TOTAL</b>	<b>9,925,000</b>	<b>11,067,000</b>

**ATTACHMENT B**

**DEPARTMENT OF PUBLIC WORKS:  
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**ENVIRONMENTAL IMPACT REPORT  
(See Attachment)**

## **ATTACHMENT C**

### **COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION STEPHEN SORENSEN COUNTY PARK GYMNASIUM AND COMMUNITY BUILDING PROJECT CAPITAL PROJECT NO. 69276; GRANT NO. P116-07-2121**

#### **YOUTH EMPLOYMENT PLAN**

#### **BACKGROUND (Scope of Work)**

The scope of work includes constructing an approximately 14,500-square-foot gymnasium and community building; multipurpose room; classroom; lobby area; restrooms; kitchen; and storage, custodial, and utility rooms. In addition, the project includes construction of one new parking lot; and construction of various site improvements, including new walkways, security lighting, landscaping, and irrigation.

#### **Tasks that may be performed by At-Risk Youth**

Youth will assist with landscaping and irrigation of the project. Youth will also assist in maintenance of the project site after the completion of the project.

#### **Estimated Cost of Youth Employment**

The Department of Parks Recreation (Parks and Recreation) youth employment budget for this project is \$15,000.

#### **Method of Youth Employment**

Parks and Recreation employs youth to work in various areas of Parks and Recreation through its Youth Enhancing Parks Program. This program allows youth to work on projects based on their training, experience, and physical class. In addition, Parks and Recreation requires contractors to make a good faith effort to employ at-risk youth from the community in which the project is being carried out, in compliance with the County's definition of "at-risk youth." Parks and Recreation also has contracts with local conservation corps groups to perform as-needed services suitable for youth.

#### **Youth Employment Goal**

Under the provisions of Los Angeles County Regional Park and Open Space District's policy on employment of youth, the Youth Employment Minimum Obligation of the County of Los Angeles in the amount of \$15,739,750 has been met.

**ATTACHMENT D**

**DEPARTMENT OF PUBLIC WORKS:  
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PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for 2 weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Architectural Engineering Division, Department of Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE  
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for furnishing all materials, labor, and equipment required to complete construction for the following work:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>BID DOC FEE</u></b>	<b><u>DATE OF BID OPENING</u></b>
5	6823	Stephen Sorensen Gymnasium and Community Bldg. 16801 East Ave P Lake Los Angeles, CA 93591	\$75	September 27, 2010

Copies of the project manual and drawings may be obtained at the Cashier's office, Department of Public Works, 900 South Fremont Avenue, Mezzanine, Alhambra, California 91803, for the fee stated above. For bid information, please contact Ms. Ivonne Pena of Architectural Engineering Division at (626) 458-2585. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's office no later than 10:45 a.m. on the date indicated. Bids will be publicly opened, examined, and declared by the Department of Public Works at 11 a.m. on this date in the Main Conference Room, 5th Floor, at 900 South Fremont Avenue, Alhambra, California 91803.

This project requires the general contractor firm to possess a B license classification at the time of award. The general contractor firm shall have completed at least one vertical construction project for public sector clients within the last 5 years.



In addition to the above, the general contractor firm must satisfy at least one of the following two requirements:

OPTION 1

The general contractor firm shall have completed a minimum of one Gymnasium and Community Building project or similar in California in the last 5 years, where the value of work was in excess of \$6 million. Or

OPTION 2

The general contractor firm shall have completed, within the last 5 years, at least one project for a public entity at a construction value of at least \$6 million and a total square footage of at least 11,000 square feet, which included at least three of the following five construction elements: low voltage systems, interior acoustical treatment, photovoltaic panel system, onsite wastewater treatment system, and extensive earthwork and grading.

The general contractor firm shall submit verification and justification that its experience meets the County's stated construction element criteria on the County provided form. The general contractor firm may, at its discretion, submit photographs, building plans, etc., to support his examples of required construction element criteria.

For both options, the County will determine, in its sole discretion, whether or not the information provided meets the requirements for experience in order for the general contractor firm to be considered a responsive bidder on this Stephen Sorensen Gymnasium and Community Building project.

### **OTHER INSTRUCTIONS**

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al Telefono (626) 458-2563.



Upon 72 hours notice, the Department of Public Works can provide program information and publications in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at the Department of Public Works' main office in Alhambra (900 South Fremont Avenue), which is accessible to individuals with disabilities. To request accommodations ONLY or for more Americans with Disabilities Act (ADA) information, please contact the Department of Public Works' ADA Coordinator at (626) 458-4081 or TDD (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.



Con 72 horas de notificación, el Departamento de Obras Públicas puede proveerle información y publicaciones sobre el programa y formatos alternativos o hacer adaptaciones para personas con incapacidades. Además, documentación sobre el programa está disponible en la oficina principal del Departamento de Obras Públicas localizada en Alhambra (900 South Fremont Avenue), la cual es accesible para personas con incapacidades. Solamente si necesita solicitar adaptaciones o para mas información del ADA, póngase en contacto con nuestro Coordinador del ADA al (626) 458-4081 o TDD (626) 282-7829, de lunes a jueves de las 7 a.m. a 5:30 p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated August 10, 2010.

Specs. 6823

SACHI A. HAMAI, EXECUTIVE OFFICER  
OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES

## OFF-SITE REPLACEMENT HABITAT IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 20<sup>TH</sup> day of MARCH, 2010, by and between the Proponent identified below and the Desert Tortoise Preserve Committee, Inc., a California Public Benefit Corporation, ("DTPC"), hereafter referred to collectively as the "Parties." For and in consideration of the mutual covenants and conditions contained herein, the Parties hereto do hereby agree as follows:

**1. Proponent:**

COUNTY OF LOS ANGELES  
Chief Executive Office  
Attn: Jan Takata  
500 West Temple Street, Suite 754  
Los Angeles, CA 90012

**2. Listed Species:** The following species are covered by this Agreement, only if checked:

- ☒ The Mohave Ground Squirrel (*Spermophilus mohavensis*) is a species listed as "threatened" under the California Endangered Species Act
- ☐ The burrowing owl (*Athene cunicularia*) a California state species of concern
- ☒ The desert tortoise (*Gopherus agassizii*) a species listed as "threatened" under the California Endangered Species Act and the federal Endangered Species Act.

**3. Other Protected Habitat: NONE**

- ☐ Streambed and/or desert wash habitat

**Proponent Funding of Escrow Account.** Proponent shall, within fifteen (15) days of execution of this Implementation Agreement by both Parties, deposit the following amount into an escrow account managed by First American Title Company, Inc "Escrow Holder": \$30,000. Payment must be made by check payable to "**First American Title Company.**" and mailed to:

FIRST AMERICAN TITLE COMPANY  
Attn: Terry Springstead, Escrow Officer  
634 S. China Lake Ste. G  
Ridgecrest, Ca. 93555  
T 760.375.4790  
C 800.750.9330  
F 866.370.0814

4. **California and Federal Requirements / Project Description of Project Site:**

**Project Location:**

Stephen Sorensen County Park is located in the unincorporated community of Lake Los Angeles in northern Los Angeles County, California. The Assessor's Parcel Number for the project site is 3073-001-902. The 100-acre park site is located at 16801 East Avenue P, approximately 15 miles east of Palmdale.

**Project Description:**

Proponent is planning to construct a Gymnasium / Community Building improvements located to the west of the existing park development and to the northwest of the existing 94-space parking lot. The project site is approximately 3.0 acres. Project features consist of an approximately 14,500 square-foot gymnasium with an attached community building and an approximately 28,750 square feet parking lot with 57 parking spaces, including three handicapped spaces.

**Impacts to Protected Habitat:**

The construction will result in permanent impacts to 3.0 acres of Mohave ground squirrel habitat and may result in the incidental take of individual desert tortoise. Presence / absence surveys were conducted for desert tortoise and no burrows, sign, or desert tortoises were found on the project site. However, because the replacement habitat to be acquired, enhanced, and managed under this Implementation Agreement does benefit both the Mohave ground squirrel and the desert tortoise, any habitat acquired under this Agreement shall benefit both species.

5. **Permitting Agency(ies):** The California Department of Fish and Game (CDFG) has determined that Proponent must provide compensation habitat for the Protected Habitat as follows:

Permit No. / Habitat Type	Project Impacts / Acres	Replacement Habitat Required / Acres
CDFG Incidental Take Permit 2081- - - -	3.0 (2:1 ratio)	6.0
<b>Total</b>		<b>6.0</b>

6. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing among the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made that is not embodied herein. The General Terms and Conditions (Rev. January 1, 2009) are appended hereto and incorporated into this Agreement by reference.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementation Agreement :

DESERT TORTOISE PRESERVE COMMITTEE, INC.  
A California Public Benefit Corporation

BY:

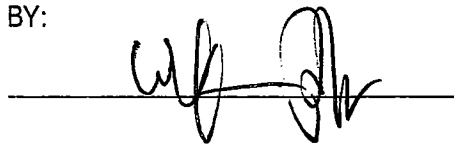
 \_\_\_\_\_

DATE:

20 MAR 10

PROPONENT:

BY:

 \_\_\_\_\_

DATE:

## GENERAL TERMS AND CONDITIONS (Rev. January 1, 2009)

### **A. TIMEFRAME FOR PERFORMANCE**

1. **Effective Date:** This Agreement shall become effective on the date that all Parties execute this Implementation Agreement and upon Proponent's deposit of stipulated fees and shall remain in full force and effect until full satisfaction of each of the Agreement's terms and conditions. Notwithstanding the foregoing, the DTPC's duties under this Agreement to identify, acquire, enhance, and manage habitat shall commence upon full funding under this Agreement.
2. **Continuing Duty to Perform:** The Parties agree and recognize that once Listed Species and/or Protected Habitat are incidentally taken and habitat modified within the Project Site, the take and habitat modification will be permanent. The Parties, therefore, agree that the acquisition, enhancement and management of the habitat by DTPC, as agent for Proponent, shall likewise be permanent and the duty to manage the replacement habitat shall be required into perpetuity.
3. **Deadline of Acquisition of Replacement Habitat:** DTPC shall within **365** days from the receipt of funding of this Implementation Agreement, acquire fee title to replacement habitat within the federally-designated Desert Tortoise Research and Natural Area (DTRNA), or within the DTRNA Expansion Area as defined by the DTPC, or in other areas acceptable to the Permitting Agency(ies) as compensation for the loss of habitat comprising the Project Site. Proponent acknowledges and agrees that the DTPC acquires replacement habitat from willing-sellers and, as such, there may be a delay in acquiring the required habitat due to the scarcity of qualified land. To the extent that the Permitting Agency(ies) agree, the DTPC's deadline for acquisition of replacement habitat shall be extended until such time that the DTPC identifies and acquires all of the replacement habitat required under this Agreement.
4. **Termination:** Either party may terminate this Agreement in writing. Upon termination, any unused funds deposited by Proponent shall be immediately returned to Proponent and the DTPC shall thereafter be discharged from performing any un-performed duty under this Agreement. However, if, prior to the termination of this Agreement the DTPC acquires all or part of the required replacement habitat, the DTPC shall be entitled to a pro-rata share of the acquisition, enhancement, and management funds stipulated for each acre or portion thereof of replacement habitat actually acquired.

### **B. PURPOSES**

The purposes of this Agreement are:

1. To assure that any take of the Listed Species occurring within the Project Site will be incidental; that the impacts of the take will, to the maximum extent practicable, be minimized and mitigated; that adequate funding for the Permit(s) will be provided; and that the take will not appreciably reduce the likelihood of the survival and recovery of the Listed Species and/or Protected Habitat in the wild.
2. To memorialize a cooperative program by state and federal agencies and private interests to conserve the Listed Species and/or Protected Habitat. It is understood and agreed between the Parties, that the DTPC, in performing all of the activities delegated to it under this Agreement, is acting as the authorized agent for Proponent for the limited purposes of acquiring and managing replacement habitat, and for no other purpose unless expressly stated herein.

3. To assure the implementation of Proponent's Permit(s) by providing for the acquisition and short-term enhancement and long-term management of replacement habitat for the Listed Species and/or Protected Habitat.
4. To contractually bind each Party to fulfill and faithfully perform the obligations, responsibilities, and tasks assigned to it pursuant to the terms of this Agreement.
5. To provide remedies and recourse should any Party fail to perform its obligations, responsibilities, and tasks as set forth in this Agreement.

### C. MANAGEMENT OF FUNDING

1. **Acquisition Fund:** Funds for the acquisition of replacement habitat will be released by Escrow Holder to pay for the purchase price, outstanding taxes and other liens and encumbrances, escrow fees, title fees, property analyses, surveys and assessments, and documentary and recording fees of replacement habitat identified by DTPC and approved by CDFG. DTPC shall, prior to requesting a release of funds, submit to CDFG for approval a "Proposed Lands for Acquisition Form" ("PLFAF"), an Estimated Closing Statement, a Preliminary Title Report, and Conservation Easement Deed or Restrictive Covenant to the permitting agencies for approval. Upon Escrow Holder's receipt of written approval of the above-described documents, Escrow Holder shall close escrow and release the acquisition funds as described. DTPC shall be permitted to offer a Conservation Easement or Restrictive Covenant interest in any qualified Mohave ground squirrel habitat or habitat lands within the Desert Tortoise Research and Natural Area and DTRNA Expansion Area that it has previously acquired to satisfy part or all of its acquisition duties; provided that such habitat has not already been allocated or credited under any other mitigation/compensation agreements. In the event that there exist excess funds in the Acquisition Fund after all of the replacement habitat have been acquired ("Surplus Funds"), Proponent shall authorize such Surplus Funds to be allocated to the Enhancement Fund. Of the total mitigation fees due to the DTPC, the DTPC has assessed \$4,067.70 per acre for habitat acquisition.
2. **Enhancement Fund:** Funds for the enhancement of the replacement habitat, in addition to any Surplus Funds not expended under the Acquisition Fund, will be released by Escrow Holder upon satisfactory evidence that DTPC has acquired the required replacement habitat. The DTPC shall designate such funds under its own accounts for expenses related to the short-term enhancement of the replacement habitat. Of the total mitigation fees due to the DTPC, the DTPC has assessed \$253.38 per acre for habitat enhancement expenses.
3. **Management Fund:** Funds for the long-term management of the replacement habitat will be released by Escrow Holder upon satisfactory evidence that DTPC has acquired the required replacement habitat. Of the total mitigation fees due to the DTPC, the DTPC has assessed \$678.92 per acre for perpetual management of replacement habitat.
4. **CDFG Fees:** Proponent shall be solely responsible for payment of reasonable expenses charged by CDFG, if applicable, for review of title and other documentation related to the transfer of compensation lands to CDFG.
5. **DTPC Management of Mitigation Fees:** DTPC shall establish a special project account with an appropriate financial institution to manage any funds remitted to it. The Enhancement Fund shall be maintained in a temporarily restricted account until fully expended. The Management Fund shall be maintained in a restricted account which shall preserve principal in perpetuity and the interest and/or dividend income therefrom shall be used by the DTPC for on-going management activities in perpetuity.

### C. COVENANT TO COOPERATE

1. The Parties shall, prior to undertaking any activities that are inconsistent with or materially differ from the terms and conditions of the respective Permit(s), consult with and obtain the approval of the permitting agencies.
2. DTPC shall provide a report to Proponent and the permitting agencies on or before the 365<sup>th</sup> day from the execution date of this Implementation Agreement, and from time to time upon request by the permitting agencies or Proponent, that accounts for any expenditures of the funds received and activities performed under this Agreement.

### D. REMEDIES AND ENFORCEMENT

1. **Land Owner's Liability:** DTPC shall retain whatever liability it possesses as an owner of interests in land. Prior to acquisition of subject property, DTPC shall perform due diligence assessments for hazardous materials and other hazards affecting the property.
2. **Injunctive and Temporary Relief:** The Parties acknowledge that injunctive and temporary relief may be appropriate in certain instances involving a breach of this Agreement.
3. **Indemnification:** Each of the Parties indemnifies, , holds harmless, and defends, the other Party and the other Party's officers, officials, employees and agents from and against any and all damages, demands, claims, complaints and causes of action arising and/or resulting from its 's or its officers', employees' or agents' negligence or willful misconduct in its performance of this Agreement.
4. **Limit on Damages:** In case of a breach of this Agreement by DTPC, the DTPC shall only be liable for the payment of fees assessed by the Permitting Agency(ies) arising from non-compliance under the Permit(s). The Parties agree that non-performance or breach of this Agreement shall not result in consequential or other damages.
5. **Binding Arbitration:** The Parties agree that the Parties will endeavor to settle any and all claims arising from this Agreement by non-binding mediation in the County of Los Angeles, California. Each party shall be responsible for one-half of the fees and costs taxed by the mediation.

### E. MISCELLANEOUS PROVISIONS

1. **Amendments to the Implementation Agreement:** Except as otherwise set forth herein, this Agreement may be amended only by written agreement signed by each of the Parties hereto.
2. **Amendments to the Permit(s):** Proponent shall immediately notify DTPC of any material changes to the Permit(s) agreed to by and between Proponent and permitting agencies; and the Parties agree that this Agreement shall be amended or modified in accordance with such changes in Proponent's permit.
3. **No Partnership.** Except as otherwise expressly set forth herein, neither this Agreement nor the Permit(s) shall make or be deemed to make any Party to this Agreement the agent for or the partner of any other Party.
4. **Binding Effect:** This Agreement and each of its covenants and conditions shall be binding on and shall benefit the Parties hereto and their respective successors and assigns.



5. **Attorney's Fees and Costs.** Except as otherwise provided in this Agreement, if any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs provided that attorney's fees and costs recoverable against the State of California shall be governed by applicable law.
6. **Elected Officials Not to Benefit:** No member of the Legislature of the State of California or member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.
7. **Notices:** Any notice permitted or required by this Agreement shall be deemed delivered to the Parties given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing:

**PROPONENT**

To Address(es) cited in the first page of this Agreement.

With a copy to:

Los Angeles County  
County Counsel  
Attn: Rober Cartwright  
500 West Temple Street, Room 651  
Los Angeles, CA 90012

Los Angeles County Department of Public Works  
Project Management Division I  
Attn: Alioune Dioum  
900 South Fremont Avenue, 5<sup>th</sup> Floor  
Alhambra, CA 91803

Los Angeles County Department of Parks and Recreation  
Attn: Joan Rupert  
510 South Vermont Avenue, Room 201  
Los Angeles, CA 90020

**DTPC**

DESERT TORTOISE PRESERVE COMMITTEE, INC.  
President of the Board  
4067 Mission Inn Avenue  
Riverside, CA 92501

With a copy to:

Jun Y. Lee  
3701 Wilshire Boulevard, Suite 1105  
Los Angeles, CA 90010

TEL (213)300-5220  
FAX (213)607-3105  
JUNYLEE@GMAIL.COM

**CALIFORNIA DEPARTMENT OF FISH AND GAME**

Addressed to the regional office representatives checked below:

☐ **CDFG REGION 4 – CENTRAL REGION**

(Serving Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Luis Obispo, Stanislaus, Tulare and Tuolumne counties)

Regional Manager  
Bill Loudermilk  
1234 E. Shaw Avenue  
Fresno, CA 93710

☐ **CDFG REGION 5 – SOUTH COAST**

(Serving Los Angeles, Orange, San Diego, Santa Barbara and Ventura counties)

☐ For 1600 Streambed Alteration Agreements -

Jamie Jackson  
P.O. Box 92890  
Pasadena, CA 91109

or

☒ For 2081 Incidental Take Permits –

Scott Harris  
California Department of Fish and Game  
1508 North Harding Avenue  
Pasadena, CA 91104

Acting Regional Manager:  
Kevin Hunting  
4949 Viewridge Avenue  
San Diego, CA 92123

☒ **CDFG REGION 6 – INLAND DESERTS**

(Serving Imperial, Inyo, Mono, Riverside and San Bernardino counties)

Tonya Moore, Environmental Scientist  
California Department of Fish and Game  
12550 Jacaranda Avenue  
Victorville CA 92395

[       ]       For 1600 Streambed Alteration Agreements (Inland Deserts Region)

Jim Sheridan  
Environmental Scientist  
California Department of Fish and Game, Inland Deserts Region  
78078 Country Club Drive, Suite 109  
Bermuda Dunes, CA 92203

Regional Manager  
Curt Taucher,  
Los Alamitos Administrative Office  
4665 Lampson Avenue, Suite J  
Los Alamitos, CA 90720

***All notices to CDFG shall be served with a copy to:***

General Counsel  
Department of Fish and Game  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814

Habitat Conservation Planning Branch  
1416 Ninth Street, Suite 1260  
Sacramento, CA 95814